

ARCHITECTURAL SERVICES

Request for Proposal # _____

District Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

**Proposals will be due
on _____, at _____
at the address shown above**

PRE-PROPOSAL CONFERENCE

***IN THE _____ AT
THE ADDRESS SHOWN ABOVE***

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SCHEDULE OF EVENTS

A. **Mailing of Requests for Proposal:**

Date: _____

B. **Deadline for submitting proposals in the Business Office of Fountain Hills Unified School District:**

Date and time: _____

*Proposals will be opened immediately thereafter;
offerors are invited to attend the opening.*

C. **Evaluation of proposals and selection of the offeror(s) to be recommended:**

Date: _____

D. **Pre-Proposal Conference:**

Date: _____

E. **Approval by the Governing Board:**

Date: _____

F. **Issuance of purchase order**

Date: _____

G. **Work to begin:**

Date: _____

GENERAL REQUIREMENTS

Name of District: _____

REQUEST FOR PROPOSAL # _____

INSTRUCTIONS TO VENDORS

The submission of a proposal will indicate that the offeror (1) has read the instructions, (2) will abide by the terms and conditions governing this Request for Proposal, and (3) understands the requirements for delivery of the services specified. Hereinafter, [District name] School District may be referred to as "the District."

A. GENERAL INSTRUCTIONS

- A-1. Specifications contained in the Request for Proposal are for **Architectural Services**.
- A-2. Minimum requirements are specified. The offeror may choose to exceed those minimums.
- A-3. *Failure to provide sufficient information may result in the proposal not being considered.*
- A-4. If you do not wish to offer ARCHITECTURAL SERVICES but wish to remain on our bidders' list, please mark the proposal form "NO PROPOSAL," complete the signature page, and return it to the District. If you fail to respond to two (2) consecutive Invitations for Bid, Requests for Proposal, or Requests for Quotation, your name may be dropped from our bidders' list for the respective services. You may be reinstated for the items by submitting a written request.
- A-5. All information required in the Request for Proposal, except the signature, should be typewritten for legibility. The signature must be handwritten. Illegible or vague proposals will be rejected.
- A-6. No alterations, erasures, or additions to the signature page are to be made in the typewritten or printed matter unless initialled in ink. The offeror's name must be typewritten, and the signature must be handwritten.

- a. NOTE: *If the proposal is not properly signed, it will be considered nonresponsive.* “Properly signed” means that only the actual signature of the offeror will be accepted as valid. The signature must be in ink. *An initialled signature by a second party will not be valid.*
- A-7. Proposals are to be mailed or delivered to [School District name and address], to arrive no later than the closing date and time specified in the Schedule of Events provided herein.
- A-8. Each proposal must be clearly marked on the outside of the envelope with the title “RFP #_____,” the name of the offeror, and the closing date and time specified in this Request for Proposal.
- A-9. Each proposal will be time stamped. Proposals will be accepted up to, and no later than, the time indicated in the Request for Proposal. Any received after that time will be placed in the file unopened, and will be returned only upon request by, and at the expense of, the offeror. The offeror(s) will assume responsibility for delivery on time at the place specified, whether sent by mail or delivered in person.
- A-10. Telephone, facsimile, or telegraphic proposals are not acceptable.
- A-11. An offeror solicitation protest must be filed before the proposal opening. A protest of a proposed award must be filed within ten (10) days after the protester knows, or should have known, the basis of the protest. The protest must include the following information:
1. The name, address, and telephone number of the protester.
 2. The signature of the protester.
 3. Identification of the proposal title and number.
 4. A detailed statement of legal and factual grounds of protest, including copies of relevant documents.
 5. The form of relief requested.
- A-12. Any and all protests must be filed initially with _____, the District’s _____, who shall issue a written decision within fourteen (14) days after a protest has been filed. If an appeal is denied, the protester may submit the appeal with all documentation within ten (10) days to the District Governing Board. Appeals are to be made in accordance with Arizona

State Board of Education Procurement Rules R7-2-1141 through R7-2-1153.

- A-13. After contract award, all confidential/proprietary information submitted in the proposal shall be available for public inspection unless the offeror designates in writing that confidential portions contain trade secrets or other proprietary data. The statement advising the Governing Board of this fact shall accompany the submission of the proposal. The information identified by the offeror as confidential shall not be disclosed until the District's _____ makes a written determination. The _____ shall review the statement and information and shall determine, prior to contract award, whether the information shall be withheld. If the _____ determines to disclose the information, the offeror shall be informed of such determination in writing.

B. SPECIAL TERMS AND CONDITIONS

- B-1. By submitting this proposal, the offeror certifies that:
- a. The offeror will protect the District and its Governing Board from all claims for patented articles, processes, materials, inventions, and appliances in connection with fulfillment of this Request for Proposal, at the offeror's own expense.
 - b. The offeror will follow the Arizona State Board of Education Procurement Rules regarding protests, appeals, hearings, contract claims, and controversies.
 - c. All services proposed *will meet all national, state, and city codes and requirements.*
 - d. The offeror is not in bankruptcy.
- B-2. If the successful offeror fails to meet any specified delivery schedules, the District shall have the option of canceling any and all purchase orders or contracts issued to the offeror in connection with this Request for Proposal.
- B-3. The successful offeror shall not be held responsible for any losses resulting if fulfillment of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, acts of God, or any other acts not within the control of the successful offeror and which by the exercise of reasonable diligence the offeror is unable to prevent.

- B-4. Payment will be made only after submission of proper invoices as required by the District and within applicable state law. Payment of any claim shall not preclude the District from making claim for adjustment on any invoice found not to have been in accordance with the general conditions and specifications.
- B-5. The purpose of this Request for Proposal is to enter into a multiple-year contract to provide ARCHITECTURAL SERVICES, with an annual option to renew, providing funds are appropriated.
- B-6. Each proposal is an irrevocable offer for ninety (90) days after the proposal opening time and date.
- B-7. It is the intent of the District to award a contract for specified services beginning during the school year _____, under the proviso that funds are appropriated to support continuation of services for a succeeding fiscal period. Upon approval by the District Governing Board, the original contract may be renewed annually for a total time of contract not to exceed five (5) fiscal years. Renewal shall be by mutual agreement between the awarded offeror and the District. However, no contract will exist unless and until a purchase order is issued each fiscal year. If the successful offeror shows proof of service in areas other than architectural services, the District will negotiate reasonable fees.
- B-8. The District reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplemental periods of 12 months, with the total of the original term plus extensions not to exceed 60 months. Renewals will be issued when funds are appropriated.
- B-9. The District reserves the right to cancel the whole or any part of an awarded contract as a result of failure by the offeror to carry out any term, promise, or condition of the contract. The District will issue a written ten (10) day notice of default to the offeror for acting or failing to act in event of any of the following:
- a. In the opinion of the District, the offeror provides services that do not meet the requirements of the contract.
 - b. In the opinion of the District, the offeror attempts to impose on the District services or workmanship that is of an unacceptable quality.

- c. The offeror fails to complete the required work within the time stipulated in the contract.
 - d. In the opinion of the District, the offeror fails to make progress in the performance of the requirements of the contract and/or gives the District a positive indication that the offeror will not or can not perform to the requirements of the contract.
- B-10. The Superintendent, by written notice, may terminate any contract when it is determined that the contract is not in the best interest of the District.
- B-11. The purchase order will specify the services to be performed, and any other pertinent information required. All District and offeror documents must reference the resultant contract by purchase order number.
- B-12. For the purpose of questions pertaining to the Request for Proposal, the individual who will work with the offeror, furnish information, answer questions, direct the offeror's efforts, provide guidance, etc., is:
Name : _____
Address: _____
City, State, Zip: _____

Phone Number: _____

Fax Number: _____
- B-13. _____ () copies of each proposal must be submitted on the forms and in the format as contained in this Request for Proposal. The cost of proposal submittal is the responsibility of the offeror. The District will not make reimbursement for such expenses. The material must be in sequence and related to the Request for Proposal, and shall conform to the areas of consideration outlined in D-2.(a.)—*presented approach*, D-2.(b.)—*project personnel*, D-2.(c.)—*specialized experience*, and D-2.(d.)—*cost control*. Please index tab these four areas.
- B-14. Upon award and performance of services, the offeror shall submit to the District a monthly statement of charges for the previous month. The statement shall include a record of the services performed and hours expended, in sufficient detail to justify payment. The District shall process the claim for prompt payment in accordance with the standard operating procedures established by the Maricopa School Superintendent's Office and the State of Arizona as contained in the Uniform System of Financial Reporting.

- B-15. The obligation of the District for performance of the contract beyond the current fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise for performance under any contract resulting from this Request for Proposal beyond the current fiscal year unless funds are made available for continuing such contract.
- B-16. The District may undertake or award contracts for additional services, and the offeror shall fully cooperate with such other service providers or District employees. The District shall equitably enforce this section as to all personnel, to prevent imposition of unreasonable burdens on any one area.
- a. The District may resort to either or both of the following actions to maintain a desired quality of work ethics:
- (1) Canceling of any contract order for any reason.
 - (2) Reserving all rights or claims to damage for breach of any covenants of the contract.
- B-17. In case of default, the District reserves the right to resubmit a request for proposal to replace necessary services. The District may recover any actual excess costs by deduction from an unpaid balance.

C. SPECIFIC CONDITIONS

- C-1. _____
- C-2. _____
- C-3. The District intends to select an architectural firm for the work included within this Request for Proposal. District work will be coordinated with the Project Manager. The Project Manager and the Architectural Firm will work together in the best interest of the District.
- C-4. The District will create one short list for personal interviews. The personal interviews will be conducted by the Project Manager and the District Evaluating Committee.
- C-5. It shall be the offeror's responsibility to ensure compliance with this Request for Proposal by completion of all information as requested, inclusion of limitations, time schedules, and progress reports for

evaluation, and any other information or service that may be required for proper evaluation of the offeror's proposal. Failure to comply with any requirement of this Request for Proposal may result in rejection of the proposal or declaration of the proposal as nonresponsive.

- C-6. The form of the contract for beginning service shall be a properly executed purchase order and signed contract. (A contract example is supplied herewith—see Exhibit A).
- C-7. By submission of a proposal the offeror certifies that:
 - a. The offeror has not paid or agreed to pay any person, other than a bona fide employee of the offeror, a fee or brokerage resulting from the award of this contract.
 - b. The prices in this proposal have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such price with any other offeror(s).
 - c. If awarded a contract, the offeror must agree not to discriminate against any employee or applicant for employment on the basis of race, religion, creed, sex, disability, age, or national origin.
- C-8. In order to ensure quality education and assistance in transition to new classrooms or buildings, the selection committee will determine if the credentials of the offeror(s) meet or exceed its expectations, and the recommendation will be made upon their approval.

D. PROPOSAL EVALUATION AND AWARD

- D-1. The District will award a contract/agreement to the offeror that provides the greatest promise, best references, highest previous performance standards, and desired quality of workmanship.
- D-2. The District and the Project Manager will evaluate each proposal submitted and may accept any proposal deemed to be in the best overall interests of the District. The District reserves the right to reject any or all proposals, or any portions thereof, and to waive any informality or technicality in any proposal received. The selection of an offeror or offerors is not required. Primary considerations for evaluation are:
 - a. ***Presented approach.*** Indication that the firm understands the project and has a clear method of approach.

- b. ***Project personnel.*** Adequacy of staffing size, availability, and experience to perform the proposed work.
 - c. ***Specialized experience.*** Presented documentation of specialized experience in areas represented by the specified [K-8 *or* K-12] projects.
 - d. ***Cost control.*** Previous record in meeting budgets and the proposed plan for controlling costs on the project.
- D-3. The District reserves the right to make awards at any time within ninety (90) days after the date of the proposal opening, during which time proposals may not be withdrawn unless authorized by the District.

E. SCOPE OF ARCHITECTURAL SERVICES REQUIRED

- E-1. Refer to the contract in Exhibit A.

F. LATE SUBMITTALS

- F-1. An offeror submitting a late proposal will not be considered except as provided by the Arizona State School District Procurement Code.

G. WITHDRAWAL OF PROPOSAL

- G-1. At any time prior to the specified proposal due time and date, an offeror (or designated representative) may withdraw the proposal.

H. AMENDMENT OF REQUEST FOR PROPOSAL

- H-1. Receipt of an Amendment to the Request for Proposal must be acknowledged by signing and returning the document along with the proposal.

I. PAYMENT

- I-1. The District will make every effort to process payment for the purchase of goods or services within a reasonable period of time after receipt of goods or services and a correct notice of amount due unless a good-faith dispute exists as to any obligation to pay all or a portion of the amount. Any offer that requires payment in less than 30 calendar days may not be considered.

J. TAXES

- J-1. The District is exempt from federal excise tax, including the federal transportation tax. Exemption certificates will be furnished upon request. Out-of-state vendors/contractors are cautioned that current Arizona state law allows for payment of sales tax directly to the vendor/contractor. If taxes are due, they must be included with the original invoice. The District will not be responsible for payment of sales or use taxes if not billed by the vendor/contractor. Be aware that there is no sales tax on the labor portion of the work. Therefore, in the event of an audit, if the governing authority requires payment of taxes, the District will not be liable. Each vendor/contractor must include the applicable tax rates in the space provided.

K. AWARD OF CONTRACT

- K-1. The District reserves the right to award contracts for individual projects or for any combination of projects deemed to be most advantageous to the District. Only the District knows what is most advantageous to itself.
- K-2. Notwithstanding any other provision of the Request for Proposal, the District expressly reserves the right to:
- a. Waive any immaterial defect or informality; or
 - b. Reject any or all proposals, or portions thereof; or
 - c. Reissue an invitation for proposal.
- K-3. The District Governing Board reserves the right to award a contract in the best interest of the District. The Governing Board's decision will be final.

L. DELIVERY

- L-1. Proposals are to be delivered to the District administration office, at the address shown on the cover sheet of this Request for Proposal, by the due date and time. _____ () copies are to be submitted, including one with original signatures.

M. SPECIAL TERMS AND CONDITIONS

- M-1. **PURPOSE.** The purpose of this Request for Proposal is to enter into a contract with a qualified architectural firm to provide ARCHITECTURAL SERVICES to the District.
- M-2. **PROPOSAL OPENING.** Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. Proposals will not be subject to public inspection until after contract award.
- M-3. **OFFER AND ACCEPTANCE PERIOD.** A proposal is an irrevocable offer for ninety (90) days after the bid opening time and date.
- M-4. **TERM OF CONTRACT.** The term of the resultant contract shall commence upon award and shall remain in effect until completion, inspection, and final acceptance of specified project(s) unless terminated, canceled, or extended as otherwise provided herein.

N. PROPOSAL FORMAT

- N-1. Proposals shall be submitted in the format outlined below. This material must be in sequence and related to this Request for Proposal. _____ () copies of the proposal must be submitted and will be screened by a selection committee of approximately five members. The District will make no reimbursement for the cost of developing or presenting proposals in response to this Request for Proposal. The number of attachments and exhibits is unrestricted. Only information specifically related to this type of project will be evaluated.

O. KEY PERSONNEL

- O-1. It is essential that the Architect provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Architect must agree to assign specific individuals to the key positions, and résumés for such individuals must be included in the proposal.
- a. The Architect agrees that, once assigned work under this contract, key personnel shall not be removed or replaced without written concurrence by the District.
 - b. If one of the key persons is unavailable for work under this contract for a continuous period exceeding thirty (30) calendar

days, or is expected to devote substantially less effort to the work than initially anticipated, the Architect shall immediately notify the District, and shall, subject to the concurrence of the Project Manager, replace such individual with personnel of substantially equal ability and qualifications.

P. LICENSES

- P-1. The Architect shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Architect as applicable to the awarded contract.

RESPONSE INFORMATION

Q. REFERENCES AND QUALIFICATIONS

Q-1. Please list three (3) or more current client references relative to your having served schools or school districts in construction projects similar in size and complexity to that of the District. Letters of recommendation may be included in your proposal.

a. Name: _____

Address: _____

Contact name: _____

Telephone number: _____

b. Name: _____

Address: _____

Contact name: _____

Telephone number: _____

c. Name: _____

Address: _____

Contact name: _____

Telephone number: _____

d. Name: _____

Address: _____

Contact name: _____

Telephone number: _____

SIGNATURE PAGE

[SCHOOL DISTRICT NAME]

Request for Proposal—RFP # _____

Authorized signature: _____

Individual's name (typed): _____

Title (affix seal if a corporation): _____

Business name
(if applicable): _____

Mailing address _____

Social Security number or
business license number: _____

Sales tax rate (%) _____ percent

Current Arizona licenses: _____

Date: _____ Phone: _____ Fax: _____

Proposals must be signed to be valid.

PLEASE NOTE:

YOUR PROPOSAL WILL BE DUE ON

Date & Time: _____

District Name: _____

Address: _____

City, State, Zip: _____